

AMENDMENT TO OIL AND GAS LEASE

FILED
TARRANT COUNTY TEXAS
2009 JUL 31 PM 12:53

THAT, WHEREAS, on the 16th day of April, 2007, Castleberry Independent School District, dealing herein with its' sole and separate property, as Lessor, executed and delivered unto Four Sevens Resources Co., LTD., as Lessee, an Oil, Gas and Mineral Lease covering 35.9909 acres of land, more or less, being described as follows:

BY _____

35.9909 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, and the John Watson Survey, A-1670, Tarrant County, Texas, and the E. Ellis Survey, A-462, Tarrant County, Texas, being more particularly described in eight (8) tracts as follows:

TRACT 1: Being 25.209 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, and the John Watson Survey, A-1670, Tarrant County, Texas, according to the plat thereof recorded in Volume A, Page 7300, Plat Records, Tarrant County, Texas. Further described as A. Cozart Addition, 8586H.

TRACT 2: Being 0.2117 acres, more or less, out of the E. Ellis Survey, A-462, Tarrant County, Texas being that certain 0.2117 acres, more or less, as described in that certain Special Warranty Deed dated February 12, 1976, from Monzetta Ruth Wilson to Wendell Gordon Wilson recorded in Volume 5967, Page 992, Deed Records, Tarrant County, Texas. Further described as Lot 12D of Westside Acres, 46290.

TRACT 3: Being .25 acres, more or less, out of the E. Ellis Survey, A-462, Tarrant County, Texas being that certain 0.25 acres, more or less, as described in that certain Special Warranty Deed dated February 12, 1976, from Monzetta Ruth Wilson to Wendell Gordon Wilson recorded in Volume 5967, Page 986, Deed Records, Tarrant County, Texas. Further described as Lot 13B of Westside Acres, 46290.

TRACT 4: Being 8.4826 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-N, Page 18, Plat Records, Tarrant County, Texas. Further described as Block A of Doyle-Head Addition, 10175.

TRACT 5: Being 0.2089 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-N, Page 18, Plat Records, Tarrant County, Texas. Further described as Lot 3 of Block 5 of Doyle-Head Addition, 10175.

TRACT 6: Being 0.4178 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-N, Page 18, Plat Records, Tarrant County, Texas. Further described as Lots 4 and 5 of Block 5 of Doyle-Head Addition, 10175.

TRACT 7: Being 0.2984 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-N, Page 18, Plat Records, Tarrant County, Texas. Further described as Lot 12 of Block 6 of Doyle-Head Addition, 10175.

TRACT 8: Being 0.9125 acres of land, more or less, out of the B.D. Alford Survey, A-37, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-N, Page 18, Plat Records, Tarrant County, Texas. Further described as Lots 9, 10, 11, 12 and Lot 13R of Block 3 of Doyle-Head Addition, 10175.

WHEREAS, Chesapeake Energy, LLC, is the present owner and holder of said lease and all rights thereunder or incident thereto and has requested that the Lessor amend the expiration date and provisions of the lease.

IT is the desire of Lessor and Lessee to extend the primary term provided for in the Lease.

FOR Ten dollars and other consideration, Lessor and Lessee agree that the Lease is amended so that the primary term of two (2) years provided in the Lease shall be two (2) years, three (3) months, and twenty-nine (29) days from the original date of the Lease, having the effect of extending the primary term of the Lease for an additional fourteen (14) days. Lessor leases and lets to Lessee, its successors and assigns, the Lands for the purposes and on the terms and conditions provided in the Lease, as amended and extended by this Amendment.

LESSOR warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment to extend the primary term and provisions of the Lease.

THIS Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions. The consideration paid to Lessor for this Amendment is the full consideration for the extension of the primary term of this Lease. The Lease is deemed a "Paid Up" Lease for its entire extended primary term.

THIS Amendment is signed by the Lessor as of the date of acknowledgment of the Lessor's signatures, but is effective for all purposes as of the Effective Date stated above.

CASTLEBERRY INDEPENDENT
SCHOOL DISTRICT

By:

Douglas Higgs

Title:

Executive Director Financial Services

Printed Name:

DOUGLAS HIGGS

STATE OF TEXAS }

CORPORATE ACKNOWLEDGMENT }

COUNTY OF TARRANT }

This instrument was acknowledged before me on the 31st day of July, 2009
by Douglas Higgs, acting in his/her capacity stated herein as
Executive Director Financial Services, of Castleberry Independent School District.

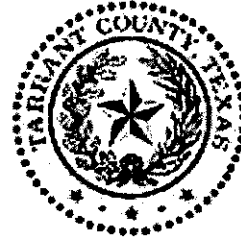
Kyle H. Smith
Notary Public, State of Texas



TWO ROCK INC
6009 RIVER OAKS BLVD

FTW TX 76114

Submitter: TWO ROCK INC



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/31/2009 12:54 PM

Instrument #: D209204161

LSE

3 PGS

\$20.00

By: _____



D209204161

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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